

IN SENATE OF THE UNITED STATES.

MAY 23, 1836.

Mr. DAVIS made the following

REPORT:

*The Committee on Commerce having considered the following bills from the House of Representatives, to wit :*

*For the relief of William Stanwood and others ;*

*For the relief of Joseph R. Folsom and the owners and crew of the schooner Galaxy, of Bucksport, in the State of Maine ;*

*For the relief of Nathaniel Gunnison ;*

*For the relief of Theodore Stanwood, Samuel Brown, and John Woodbury, jun., owners of two schooners engaged in the fisheries ;*

*For the relief of Samuel Gilbert and others ;*

*For the relief of Isaac Champlin and others, owners, officers, and crew of the schooner Buffalo, of Stonington, in the State of Connecticut ;*

*report thereon as follows :*

The law of the United States which provides for the allowance of bounties to fishermen and the owners of fishing vessels rests upon obvious principles. The design is to encourage the business by an indemnity for the duty paid on the salt used in curing the fish, and by a direct inducement to persons to engage in the business, and to pursue it zealously, by offering to them a bounty proportionate to their exertions. A leading motive on the part of the United States to bestow this bounty is to create a nursery of seamen to supply, in any emergency which may occur, the demands of the country for its safety and defence.

To carry these principles into full effect, the laws require that certain things must be done as conditions precedent to the allowance or payment of any bounty.

1. There must be an agreement in writing or print entered into, and signed by the owners and fishermen before the vessel sails, in and by which it must appear whether each and every seaman is shipped for one voyage, or for the fishing season, which is from the last of February to the last of November, in each year. It must also appear that five-eighths of the bounty is secured to the fishermen, to be divided among them in the proportion which the number of fish taken by each bears to the whole number taken on board ; thus encouraging each to be industrious by giving him a reward proportioned to his success. The other three-

eighths go to the owners, who must countersign or endorse the agreement.

2. The vessel must be employed at sea in the business of fishing not less than four months during the fishing season, if she measures over five tons, and has a crew of less than ten hands; and if over thirty tons, and a crew of ten hands or more, then she must be employed at sea not less than three and a half months.

3. The bounty cannot be paid unless the original agreement made conformably to the provisions of law is produced, and also the certificate of the master or owners verified by oath, showing the particular days on which the vessel sailed and returned into port, specifying, if she goes on more than one voyage, each day of sailing and each day of return. No collector can pay the bounty unless these provisions are complied with.

No arrangement can supersede the provisions of law in regard to the agreement. The policy is to secure to the men five-eighths of the bounty, and to them only. Consequently, if the agreement makes any other disposition of it, by giving it to the owners, or any one else, then the vessel will not be entitled to any bounty, because no such agreement as the law requires can be produced. This portion of the law was designed exclusively for the benefit and encouragement of seamen.

The requirement that the vessel must be at sea the period designated is equally peremptory. The policy of this provision is to make seamen, and no one can have the benefit of it who has not served the period required.

Such being the general provisions of the laws, and such the duty of collectors of the customs who are required to pay these bounties upon the production of the requisite proof, the question arises in what cases ought Congress to afford relief where such payments have been denied.

It surely has never been the purpose of Congress to extend the principles of law, but merely to carry them into execution, where the parties claiming have been defeated in obtaining bounties without fault or design on their part, but by inevitable accident. If, for example, a vessel goes to sea equipped and provided in all respects as the law directs, having shipped her men for the season, and is lost, it has been usual to grant the bounty, on the assumption that the party has done all in his power to entitle himself to it, and been defeated by an act of God, which entitles him to favorable consideration. Beyond this, it is believed that Congress has never designed to go, and beyond this it is very clear we ought not to go, unless the policy should be adopted of granting bounties without any general rule or guide. If we go further, it would manifestly be most wise to modify the general laws.

There should then, upon this view of the matter, be no laws for individual relief passed unless satisfactory proof is adduced that the articles of agreement, such as the law requires, were entered into, and the men engaged for the fishing season on the terms required before the vessel sailed; that she was otherwise fitted and equipped as the law requires for a fishing voyage, and was at sea, regularly pursuing her object, in conformity to legal requirements, up to the time when the accident which deprives those interested of the bounty occurred. All this is clearly indispensable to a right understanding of the matter, and ought not to be

dispensed with, for otherwise, those who do not comply with the law would be more favored than those who do.

Now let us apply these principles to the bill from the House of Representatives, for the relief of William Stanwood and others, owners of the Tryon, of Westport, in Connecticut.

First, No articles of agreement are produced, nor is there proof that any were ever entered into. On the contrary, it would seem, as the owners only petition for relief, and bring the crew as witnesses to prove the circumstances, that they alone claim the bounty. The probability, from the general tenor of the paper, is, that such is the fact, and that an agreement was actually made contrary to law. If this be so, it is fatal, for relief cannot be granted without adopting a principle not recognised by the laws.

Second, The vessel was over thirty tons burden, and had over ten men, and consequently is required to be at sea only three and a half months, but she was actually absent only eighty-seven days before she returned to the place from whence she sailed. She afterwards proceeded to Fisher's island, in Long-island sound, and remained there curing her fish till the requisite time expired, and claimed to have this time allowed as time actually spent at sea ; but the collector declined doing it, and very properly, as upon no principle could it be taken to be a compliance with the statute. It is entirely manifest that the bounty laws were never designed to embrace such a case.

Again, The bill from the House for the relief of Nathaniel Gunnison proposes to pay the bounty claimed for the Fanny, of Portsmouth, New Hampshire, to him alone, as *owner* of said vessel. The articles of agreement are produced, and show that the fishermen expressly agreed to relinquish their title to the bounty in behalf of the owners. The collector could not pay the bounty upon such an agreement, nor can Congress, without adopting a new principle conflicting with the law.

The bill from the House of Representatives for the relief of Isaac Champlin and others, owners, officers, and crew, of the schooner Buffalo, of Stonington, in the State of Connecticut, falls within the same principle.

The bill from the House of Representatives for the relief of Joseph R. Folsom, and the owners and crew of the schooner Galaxy, of Bucksport, is supported by no proof whatever, except the petition.

The bill from the same source, for the relief of Theodore Stanwood, Samuel W. Brown, and John W. Woodbury, jun., owners of two schooners engaged in the fisheries, makes provision for the owners only. There is no proof of the loss as alleged, no articles of agreement are produced or proved, and no claim established bringing the claimants within the principles above laid down.

The bill, also, for the relief of Samuel Gilbert and others, is alike deficient in the necessary evidence.

None of these cases fall within the principles laid down by the committee as a rule of action. While, therefore, they have every disposition to carry into effect the act granting bounties with a spirit of great liberality in all cases of accident, they do not feel authorized to sanction allowances not falling within those principles. It is incumbent on those who apply here for relief to make their cases out by reasonable proof

from disinterested sources. The whole examination of witnesses is necessarily ex parte, and no counter evidence is produced. It is therefore reasonable that proof of this character should, on its face, be clear and satisfactory, as well as from disinterested sources; and yet it seems to be thought sufficient if the claimant makes affidavit.